



UNITED STATES MARINE CORPS  
MARINE CORPS SYSTEMS COMMAND  
2200 LESTER STREET  
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:  
5720  
DON-USMC-2018-002559  
26 Jan 18

***SENT VIA EMAIL TO: foia@foia.com***

FOIA Group  
Ms. Rose Santos  
P.O. Box 368  
Depew NY 14043

SUBJECT: FOIA DON-USMC-2018-002559

Dear Ms. Santos:

This responds to your FOIA requested dated December 21, 2017, which requests a "copy of the Order with current SOW/PWS (BPA Call M67854-17-F-4051 under the DOD ESI BPA W52P1J-14-A-0003. This BPA task order was awarded to Four LLC) "Four LLC, Herndon, Virginia, is being awarded a \$16,465,882, firm-fixed-price blanket purchase agreement (BPA) call order M67854-17-F-4051 under previously awarded Enterprise Software Initiative BPA W52P1J-14-A-0003. This contract converts existing IBM Cognos Business Intelligence Processor Value Unit (PVU) perpetual software licenses and associated sustainment to a new PVU unlimited enterprise license model with associated sustainment. This procurement will be a Marine Corps Enterprise Agreement available across the Marine Corps. This contract contains four 12-month option periods, which if exercised, will bring the contract value to \$38,833,086. Work will be performed in Centreville, Virginia, and work is expected to be completed June 30, 2018. With options exercised, work will continue through June 30, 2022. Fiscal 2017 operations and maintenance (Marine Corps) funds in the amount of \$16,465,882 will be obligated at the time of award and will expire at the end of the current fiscal year. This contract is being awarded as a sole-source in accordance with 10 U.S. Code 2304(c)(1). The Marine Corps Systems Command, Quantico, Virginia, is the contracting activity."

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from

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whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S. Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by February 23, 2018, this letter will become the final response and we will close this FOIA request.

As of January 26, 2018, one hour of search and review (currently billed at \$48 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$48.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

In view of the above, you may consider this to be an adverse determination that may be appealed. Since you have created an account in FOIAonline, you may submit an appeal directly within the web-based system. To do this, you would log in to your account, retrieve your original request, and then click on the "Create Appeal" tab in the left-hand column. The basic information from your request will be duplicated for you, and then you can type in the basis of your appeal. If you prefer to use regular mail, you may submit an appeal to the Judge Advocate General (Code 14), 1322 Patterson Avenue SE, Suite 3000, Washington Navy Yard, DC 20374-5066. Your appeal, if any, must be postmarked within 90 calendar days from the date of this letter and should include a copy of your initial request, a copy of this letter, and a statement indicating why you believe your appeal should be granted. I recommend that your appeal and its envelope both bear the notation, "Freedom of Information Act Appeal".

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You also have the right to seek assistance and/or dispute resolution services from the Marine Corps FOIA Public Liaison, Ms. Sally Hughes, at [hqmcfoia@usmc.mil](mailto:hqmcfoia@usmc.mil) or (703) 614-4008, and/or the Department of the Navy FOIA Public Liaison, Mr. Christopher Julka, at [Christopher.a.julka@navy.mil](mailto:Christopher.a.julka@navy.mil) or (703) 697-0031. You may also contact the Office of Government Information Services (OGIS) for assistance and/or dispute resolution at [ogis@nara.gov](mailto:ogis@nara.gov) or 1-877-684-6448. For more information online about services provided by OGIS, please visit their website at <https://ogis.archives.gov>.

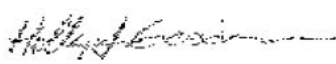
Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or [bobbie.cave@usmc.mil](mailto:bobbie.cave@usmc.mil).

Sincerely,

A handwritten signature in black ink that reads "Bobbie Cave". The signature is fluid and cursive, with the first name "Bobbie" being more prominent than the last name "Cave".

for

LISA L. BAKER  
Counsel

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545017RCFRD09		PAGE 1 OF 24	
2. CONTRACT NO. W52P1J-14-A-0003		3. AWARD/EFFECTIVE DATE 23-Jun-2017		4. ORDER NUMBER M6785417F4051		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY  MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANNA JILES-BEDENBAUGH 2200 LESTER ST. QUANTICO VA 22134  TEL: 703-432-7476 FAX:		CODE M67854		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A)  NAICS: 511210  SIZE STANDARD: \$38,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  MARCORSYSCOM MCSELMS LORI THOMPSON 2200 LESTER STREET QUANTICO VA 22134		CODE M67854		16. ADMINISTERED BY  <div style="text-align: center;"><b>SEE ITEM 9</b></div>			
17a. CONTRACTOR/ OFFEROR  FOUR LLC 15413 SNOWHILL LN CENTREVILLE VA 20120-1148  TELEPHONE NO. 703-304-5142		CODE 4M4Z2  FACILITY CODE 4M4Z2		18a. PAYMENT WILL BE MADE BY  DFAS COLUMBUS DEFENSE FINANCE & ACCOUNTING SERVICE COLUMBUS DFAS-JDCBB/CO PO BOX 182317 COLUMBUS OH 43218-2317			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$16,465,882.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HOLLY L GOODSON / CONTRACTING OFFICER  TEL: 703-432-7469 EMAIL: holly.goodson@usmc.mil		31c. DATE SIGNED  23-Jun-2017	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 24	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Enterprise Program FFP IBM Cognos Business Intelligence Analytics Explorer Processor Value Unit License (5 years )+ SW Subscription & Support (12 months). POP: 6/23/2017- 6/30/2018  FOB: Destination MILSTRIP: M9545017RCFRD09 MFR PART NR: D175HLL PURCHASE REQUEST NUMBER: M9545017RCFRD09 ADDITIONAL MARKINGS: PSC: 7030; OCC: 31	1	Lot	\$16,465,882.00	\$16,465,882.00
NET AMT					\$16,465,882.00
ACRN AA CIN: M9545017RCFRD090001					\$16,465,882.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IBM Cognos Business Intelligence FFP IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal. POP: 6/23/2017- 6/30/2018  FOB: Destination MFR PART NR: E0K30LL ADDITIONAL MARKINGS: PSC: 7030; OCC: 31	50	Each		NSP
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

1

Lot

Enterprise Program

FFP

IBM Cognos Business Intelligence for Non-Production Environment Processor

Value Unit (PVU) License (5 years) + SW Subscription &amp; Support (12) Months.

POP: 6/23/2017- 6/30/2018

FOB: Destination

MFR PART NR: D06WFL

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1001

OPTION

Option Year 1

FFP

IBM Cognos Business Intelligence Analytics Explorer Processor Value Unit

Annual SW Subscription & Support Renewal. To be exercised at the discretion of  
the Government. Enterprise Program. POP: 7/1/2018

– 6/30/2019

FOB: Destination

MFR PART NR: E0K2FLL

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002				(b) (4)	

OPTION

Option Year 1

FFP

IBM Cognos Business Intelligence Analytics Administrator per Authorized User  
Annual SW Subscription & Support Renewal. To be exercised at the discretion of  
the Government. POP: 7/1/2018 – 6/30/2019.

FOB: Destination

MFR PART NR: E0K30LL

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003				(b) (4)	

OPTION

Option Year 1

FFP

IBM Cognos Business Intelligence for Non-Production Environment Processor  
Value Unit (PVU) Annual SW Subscription & Support Renewal. To be exercised  
at the discretion of the Government. Enterprise Program. POP: 7/1/2018  
– 6/30/2019

FOB: Destination

MFR PART NR: E060KLL

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001				(b) (4)	
OPTION	Option Year 2 FFP IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal. To be exercised at the discretion of the Government. Enterprise Program. POP: 7/1/2019 – 6/30/2020 FOB: Destination MFR PART NR: E0K2FLL ADDITIONAL MARKINGS: PSC: 7030; OCC: 31				
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002				(b) (4)	
OPTION	Option Year 2 FFP IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal. To be exercised at the discretion of the Government. POP: : 7/1/2019 – 6/30/2020 FOB: Destination MFR PART NR: E0K30LL ADDITIONAL MARKINGS: PSC: 7030; OCC: 31				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003				(b) (4)	

OPTION

Option Year 2

FFP

IBM Cognos Business Intelligence for Non-Production Environment Processor

Value Unit (PVU) Annual SW Subscription &amp; Support Renewal. To be exercised

at the discretion of the Government. Enterprise Program

POP: :

7/1/2019 – 6/30/2020

FOB: Destination

MFR PART NR: E060KLL.

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001				(b) (4)	

OPTION

Option Year 3

FFP

IBM Cognos Business Intelligence for Non-Production Environment Processor

Value Unit (PVU) Annual SW Subscription &amp; Support Renewal. To be exercised

at the discretion of the Government. Enterprise Program.

POP: 7/1/2020

– 6/30/2021

FOB: Destination

MFR PART NR: E0K2FLL

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002				(b) (4)	

OPTION

Option Year 3

FFP

IBM Cognos Business Intelligence Analytics Administrator per Authorized User  
Annual SW Subscription & Support Renewal. To be exercised at the discretion of  
the Government. POP: 7/1/2020 – 6/30/2021

FOB: Destination

MFR PART NR: E0K30LL.

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3003

OPTION

Option Year 3

FFP

IBM Cognos Business Intelligence for Non-Production Environment Processor  
Value Unit (PVU) Annual SW Subscription & Support Renewal. To be exercised  
at the discretion of the Government. Enterprise Program POP: 7/1/2020 –  
6/30/2021

FOB: Destination

MFR PART NR: E060KLL.

ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001				(b) (4)	
OPTION	Option Year 4 FFP BM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal. To be exercised at the discretion of the Government. Enterprise Program. 7/1/2021 – 6/30/2022 FOB: Destination MFR PART NR: E0K2FLL ADDITIONAL MARKINGS: PSC: 7030; OCC: 31				
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002				(b) (4)	
OPTION	Option Year 4 FFP IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal. To be exercised at the discretion of the Government. POP: 7/1/2021 – 6/30/2022 FOB: Destination MFR PART NR: E0K30LL ADDITIONAL MARKINGS: PSC: 7030; OCC: 31				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003				(b) (4)	

OPTION Option Year 4  
FFP  
IBM Cognos Business Intelligence for Non-Production Environment Processor  
Value Unit (PVU) Annual SW Subscription & Support Renewal. To be exercised  
at the discretion of the Government. Enterprise Program. POP: 7/1/2021 –  
6/30/2022  
FOB: Destination  
MFR PART NR: E060KLL  
ADDITIONAL MARKINGS: PSC: 7030; OCC: 31

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 23-JUN-2017 TO 30-JUN-2018	N/A	MARCORSYSCOM MCSELMS LORI THOMPSON 2200 LESTER STREET QUANTICO VA 22134 703-432-7443 FOB: Destination	M67854
0002	POP 23-JUN-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 23-JUN-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1001	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1002	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1003	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2001	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2002	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2003	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3001	POP 01-JUL-2020 TO 30-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3002	POP 01-JUL-2020 TO 30-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3003	POP 01-JUL-2020 TO 30-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4001	POP 01-JUL-2021 TO 30-JUN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4002	POP 01-JUL-2021 TO 30-JUN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4003	POP 01-JUL-2021 TO 30-JUN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

## ACCOUNTING AND APPROPRIATION DATA

AA: 1771106BSS1 310 67854 067443 2D M95450

COST CODE: 7RCFRD0910AN

AMOUNT: \$16,465,882.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	M9545017RCFRD090001	\$16,465,882.00

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange,

Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb mil/> following the step-by-step procedures for self-registration available at this Web site.



(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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### COMBO

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(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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### DESTINATION

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(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	N/A
Ship To Code	M67854 ext.ITSS
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	M67854 ext. ITSS
Service Acceptor (DoDAAC)	M67854 ext. ITSS
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**WAWF INVOICE CERTIFYING OFFICIAL'S EMAIL ADDRESS:**

[evelyn.beresford@usmc.mil](mailto:evelyn.beresford@usmc.mil)

[ITSSCustomerCare@usmc.mil](mailto:ITSSCustomerCare@usmc.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[evelyn.beresford@usmc.mil](mailto:evelyn.beresford@usmc.mil)

[ITSSCustomerCare@usmc.mil](mailto:ITSSCustomerCare@usmc.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**ADDITIONAL INVOICING INSTRUCTIONS**

**I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

A. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment:

B. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in System for Award Management at <https://www.sam.gov>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/>> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.

C. The vendor shall submit invoice in WAWF once they have confirmed delivery of equipment to appropriate facility. Upon submission of invoice in WAWF please notify [ITSSCustomerCare@usmc.mil](mailto:ITSSCustomerCare@usmc.mil) with a WAWF email notification to ensure invoice is certified within prompt payment act requirement. Vendors are required to attach to their invoice submission a copy of their delivery confirmation documentation and packing slip. The packing slip shall include all serial numbers of devices shipped. Failure to provide this information will result in rejection of invoice.

D. The contractor is directed to use the *"COMBO" format for supplies when processing invoices and receiving reports.*

**II. PAYMENT OFFICE INFORMATION:**

ADDRESS: DFAS - COLUMBUS CENTER (M67443)  
ATTN: DFAS-JDCBB/CO  
P.O. BOX 182317  
COLUMBUS, OHIO 43218-2317

EMAIL: [CCO-KC-VPIS@DFAS.MIL](mailto:CCO-KC-VPIS@DFAS.MIL)  
PHONE: 1-800-756-4571 #2 THEN #4  
WAWF: <http://rnb.ogden.disa.mil/>  
MY INVOICE: <https://myinvoice.csd.disa.mil>

**PLEASE SEE DFAR CLAUSE 252.232-7006 FOR SPECIFIC WAWF DATA ENTRY INFORMATION.**

**III. INVOICE CERTIFYING OFFICIAL:**

**Primary:**

Name: Evelyn Beresford  
Telephone: (703) 432-7442  
Email: [evelyn.beresford@usmc.mil](mailto:evelyn.beresford@usmc.mil)

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer.

**IV. REQUESTOR INFORMATION:**

**PROGRAM:** MCLSEMS

**EQUIPMENT REQUESTOR/COORDINATOR:**

Name: Lori Thompson  
Telephone: (703) 432-7 436  
Email: [lori.i.thompson@usmc.mil](mailto:lori.i.thompson@usmc.mil)

**ALTERNATE EQUIPMENT REQUESTOR: N/A**

Name: Evelyn Beresford  
Telephone: (703) 432-7442  
Email: [evelyn.beresford@usmc.mil](mailto:evelyn.beresford@usmc.mil)

Inspection and acceptance of contract/order deliverables are the responsibility of the Requestor/Coordinator or his duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause or DD Form 1423, when applicable. Inspection and acceptance shall be completed within 30 days of receipt of *software*. Moreover, the Requestor serves in a supporting role to the Project Officer and the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

**CONDITION OF ACCEPTANCE**

REF: BPA Call Order W52P1J-14-Q-0003-MU01

(b) (4)



**SUPPLEMENTAL ADDENDUM**

**United States Marine Corps  
Supplemental Addendum**

**BPA Call M67854-17-F-4051  
DoD ESI BPA W52P1J-14-A-0003/GSA GS-35F-0312U**

**1. Purpose, Effective Date, Changes, and Background**

This Supplemental Addendum (hereinafter “Addendum”) is applicable to the United States Marine Corps’ (“USMC” or “you” or “your”) Request for Quote M67854-17-Q-4051 (RFQ), which is issued under a Department of Defense (“DoD”) Enterprise Software Initiative (ESI) Blanket Purchase Agreement, DoD ESI BPA W52P1J-14-A-003 (BPA) between Four, Inc.

and the DoD. This Addendum will become effective only upon the USMC issuing, and Prime Contractor executing and accepting, a funded purchase order (“BPA Call Order”) under the BPA. This Addendum is made part of the BPA Call Order, and it sets forth certain provisions, which shall apply in addition to the BPA and BPA Call Order. Unless otherwise specified, the terms of this Addendum do not alter the terms of the BPA including any preceding modifications, and those terms and conditions remain in full force and effect unless expressly modified in this Addendum. Capitalized terms used in this Addendum, the definitions for which are not found in this Addendum, are defined in the BPA.

All terms and conditions referenced via hyperlinks are the ones in effect at the time of issuance of the BPA Call Order. No unilateral changes to the terms and conditions included in this Addendum or any documents referenced in any hyperlinks that affect this Addendum or the terms and conditions of the BPA Call Order are permitted. All changes to this Addendum will be in writing and will be bilateral in accordance with FAR 52.212-4(c). Digital or hardcopy versions of any document effective at the time of contract award, referenced in a hyperlink will be provided at no cost to the Government, upon the request of the Contracting Officer.

This Addendum applies to Software Programs (defined in the Definitions Section below) manufactured by International Business Machines Corporation (“IBM”). The license metric used to measure the quantity across a server/capacity based environment is based on an IBM metric titled, Processor Value Unit (PVU) (defined in the Definitions section below). A PVU is a unit of measure used to differentiate licensing of software on distributed processor technologies (defined by Processor Vendor, Brand, Type, and Model Number). IBM defines a processor, for purposes of PVU-based licensing, to be each processor core on a chip (socket). On average, most environments align to the 100 PVU per core metric.

(b) (4)

For clarification purposes, it is mutually understood by the parties that if any of the provisions in the Associated Document are not applicable by their nature or terms, they shall be considered self-deleting.

**2. Order of Precedence:**

Any conflicts that may arise regarding the terms and conditions outlined in this Addendum, the BPA Call Order, the BPA, the Associated Document described below, and any terms and conditions contained in documents that are referenced in any of the aforementioned documents, will be resolved by giving effect to such documents in the following descending order of precedence: (a) this Addendum; (b) the BPA Call Order; (c) the BPA; (d) the Associated Document; and (e) any other applicable terms and conditions. This addendum shall only be applicable to this BPA Call Order and all associated option periods.

**3. Definitions:**

**Access:** “Access” as defined at section 1.9.3.d. of the IBM Passport Advantage Agreement dated 6/15/2012, will be coordinated as necessary between IBM and the Government. Nothing in this Addendum shall be construed as providing Prime Contractor or IBM with a unilateral right to physically or remotely enter Government facilities, networks, or systems.

**Associated Document:** “Associated Document” when used in this Addendum refers to the IBM Passport Advantage Agreement contained in the BPA, dated 6/15/2012. The Associated Document applies to the BPA and this specific BPA call order, subject to the additional terms and conditions of this addendum as described in the Order of Precedence section above.

**Enterprise:**

The Enterprise is defined as the United States Marine Corps (“USMC”). The term “Enterprise” includes any Government entities that become part of the Enterprise through any organizational changes or realignments (b) (4)

The number of Personnel enlisted or employed by the USMC as of the Start Date is 240,651, meaning that the Enterprise is capped at . The SSSO Offerings in this BPA Call Order may only be used within the Enterprise (b) (4)

The terms, conditions, and pricing for any such new licenses will be similar to the terms contained herein, but will be formally negotiated at the time those additional licenses are procured. In the event of a breach by the USMC of the license granted and conveyed in this Addendum, including use or deployment beyond the scope of the Enterprise, the license granted and conveyed will not terminate until and unless terminated pursuant to decision or order under FAR 52.233-1, Disputes (May 2014).

**Prime Contractor:** As used in this Addendum, “Prime Contractor” refers to Four, Inc. as an authorized reseller of IBM products and services, or to any other successor reseller recognized by the Government under FAR Subpart 42.12 and authorized by IBM to resell or distribute IBM products and services.

**Processor Value Unit (“PVU”):** A Processor Value Unit (PVU) is a unit of measure used to differentiate licensing of software on distributed processor technologies (defined by Processor Vendor, Brand, Type and Model Number). IBM continues to define a processor, for purposes of PVU-based licensing, to be each processor core on a chip (socket). Each software Program has a unique price per PVU.

**Software Products:** Commercially available IBM Software Programs, and Subscription and Support (S&S). The definitions in the Associated Document under which you have acquired a Program shall apply to any capitalized term in this Addendum relating to such Program, unless such term is modified under the terms of this Addendum.

**Unlimited Enterprise License:** Unlimited Enterprise License (or UEL) means the offering described in Section 8 below.

**4. Assignment and Transferability:**

As defined at section 1.9.4. of the Associated Document, “Assignment and Transferability,” shall include the right of the Enterprise, without the prior written consent of the Prime Contractor or IBM, to assign, reassign, or transfer software licenses within the Enterprise. The Enterprise may also disclose and reproduce the software provided under this BPA Call Order for use by support service contractors or their subcontractors, subject to the restrictions and conditions set forth in FAR 52.227-19 (December 2007).

**5. Termination Clause:** Mutual Termination of this BPA Call Order, or the services provided thereunder, as discussed in section 1.10 of the Associated Document, may be negotiated as a bilateral change pursuant to FAR 52.212-4(c). The Government’s unilateral rights of early termination are set forth in FAR 52.212-4 paragraphs (l) Termination for the Government’s convenience and (m) Termination for Cause. All other matters or disputes that affect the rights and responsibilities of either party shall comply with the Contract Disputes Act and FAR 52.212-4(d), Contract Terms and Conditions—Commercial Items (JAN 2017).

Upon termination for convenience, the USMC shall pay Prime Contractor any undisputed amounts due and payable, including all amounts due and payable up to the effective date of the termination.

#### **6. Eligible Software Products:**

The Software Products that qualify for the terms of this Addendum ("Eligible Software Products") are the Software Products listed on the BPA Call Order and as reproduced below.

The Eligible Software Products are:

- New Parts (Base Year)  
D175HLL IBM Cognos Analytics Explorer Processor Value Unit License + SW Subscription & Support 12 Months  
D06WFL IBM Cognos Analytics for Non-Production Environment Processor Value Unit (PVU) License + SW Subscription & Support 12 Months
- Option Years and Active Use Parts  
[E0K30LL](#) IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal  
[E0K2FLL](#) IBM Cognos Analytics Explorer Processor Value Unit Annual SW Subscription & Support Renewal  
[E060KLL](#) IBM Cognos Analytics for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

Eligible Software Products are acquired under the terms of the BPA, the BPA Call Order (including this Addendum).

The license provided under this BPA Call shall be Unlimited Enterprise Licenses as defined in section 8 below.

#### **7. Verification:**

The USMC is responsible for (a) creating and maintaining accurate records of all deployments of Eligible Software Products and of use authorizations (quantities), (b) ensuring that USMC does not exceed the scope of this agreement (see definition of "Enterprise" above), and (c) remaining in compliance with all license terms including, without limitation, all of IBM's applicable licensing and pricing qualification terms (independently or collectively the "License Terms").

(b) (4)

Such verification will be conducted in a manner that minimizes disruption to USMC's business and may be conducted on its premises, during normal business hours. IBM may use an independent auditor ("Auditor") to assist with such verification provided IBM has a written confidentiality agreement in place with such Auditor.

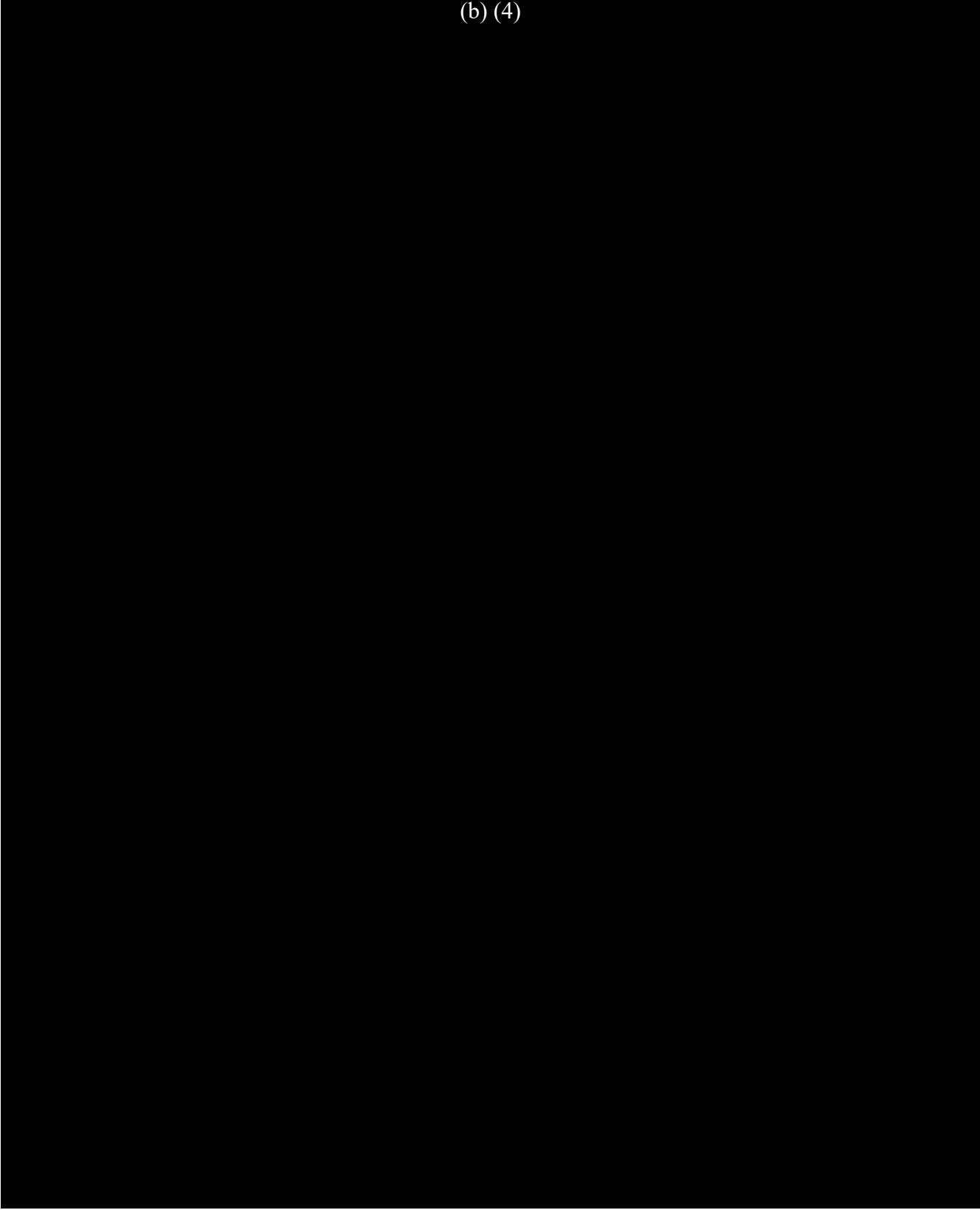
(b) (4)

The rights and obligations set forth in this section (Verification) remain in effect during the term of the BPA Call Order. The USMC agrees to retain its software deployment records for six years thereafter.

IBM agrees to use personnel (including Auditors) with appropriate security clearances when required.

(b) (4)

(b) (4)



(b) (4)

The **Active Use Report** lists the information required for Enterprise Programs:

1. Part Number and Program Description
2. Licensing Metric
3. Active Use Quantity
4. Other Program Quantity
5. Whether or not virtualization technology is used to limit the processor capacity available for use with the Enterprise Program.

**Active Use Report Example:**

Part Number	Program Description	Licensing Metric	Virtualization Technology Used Yes / No	Active Use Quantity	Other Program Quantity
D51ADLL	XL-C for AIX	Authorized user	No	10	5
D06GPLL	Forms Designer	Authorized User	No	100	0
D55WJLL	WAS-ND	PVU	Yes	90	0

(b) (4)

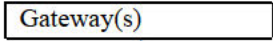
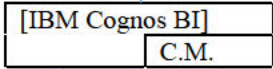

**10. Representation:**



Prime Contractor represents that all products and services procured from IBM and provided to the USMC under this specific BPA Call Order, including all associated options, will be subject to the terms and conditions contained in this Addendum. Prime Contractor further represents that IBM agrees to be bound by the terms of paragraph 9 above, or in the event IBM does not agree, Prime Contractor agrees to fully indemnify the Department of Defense against any actions raised by IBM that would otherwise have been precluded by IBM's agreement to the terms of paragraph 9.

### USMC IBM License Accounting Methodology

**Figure 1 – IBM Cognos Explorer BI Bundle:**

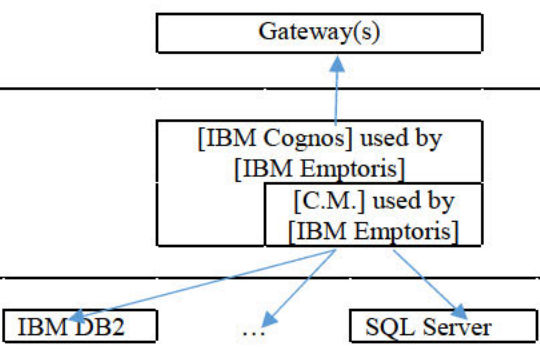
Tier Level	Software Package/App	Virtual Machines in Use	Deployed Cores (2)	Calculated PVU Value for this instance
Tier 1		vM0001, vM0002, etc.	8	0
Tier 2		vM0010	16	1600
Tier 3		vM0100, vM0101,	16	0

**Note:** Based on the IBM Cognos suite of software components that can be deployed in a multi-tier architecture, the entire example above represents a single instance of IBM Cognos. As a result, USMC will only account for the cores with the IBM calculated processor value at the Tier 2 (application) layer.

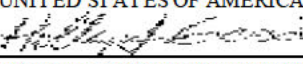
**Note (2):** Deployed Cores is defined as cores associated and active within the virtualized server.

**Figure 2 – Example of identifying IBM Cognos outside of USMC UEL (Emptoris Bundle):**

Tier Level	Software Package/App	Virtual Machines in Use	Deployed Cores	Calculated PVU Value for this instance
------------	----------------------	-------------------------	----------------	--

Tier 1		vM0008, vM0009, etc.	8	0
Tier 2		vM0020	24	0
Tier 3		vM0200, vM0201, etc.	16	0

**Note:** In the Emptoris instance, IBM Cognos is a supportable software program under the Emptoris Principal Program. USMC will validate association between the Principal program (i.e. IBM Emptoris program) components and the supporting program (i.e. IBM Cognos). USMC will validate all contracts associated to other instances of IBM Cognos covered under other IBM Contracts.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   3</b>	
2 AMENDMENT/MODIFICATION NO <b>P00001</b>		3 EFFECTIVE DATE <b>20-Sep-2017</b>		4 REQUISITION/PURCHASE REQ NO <b>M9545017RCFRD09</b>		5 PROJECT NO (If applicable)	
6 ISSUED BY <b>MAR NE CORPS SYSTEMS COMMAND PG10 ATTN: ANNA JILES-BEDENBAUGH 2200 LESTER ST. QUANTICO VA 22134</b>		CODE <b>M67854</b>		7 ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>FOUR LLC 12930 WORLDGATE DR STE 125 HERNDON VA 20170-6033</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M6785417F4051</b>			
				X 10B. DATED (SEE ITEM 13) <b>23-Jun-2017</b>			
CODE <b>4M4Z2</b>		FACILITY CODE <b>4M4Z2</b>					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR Clause 52.232-23 Assignment of Claims</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>bedena171860</b> The purpose of this modification is to add FAR Clause 52.232-23 - Assignment of Claims. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>HOLLY L GOODSON / CONTRACTING OFFICER</b>			
				TEL: 703-432-7469 EMAIL: hollygoodson@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED <b>22-Sep-2017</b>	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

ADDENDUM

**Notice of Assignment under Delivery Order W52P1J-14-A-0003-4051**

Specific assignment information is hereby added to the subject contract as follows:

- a. Monies due or to become due under W52P1J-14-A-0003-4051 are hereby assigned to MB Financial Bank, N.A., 6111 N. River Road, Rosemont, IL 60018, pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 6505) and the Federal Acquisition Regulations (FAR) Relating there to (48 CFR. 32.800-32.806).
- b. Payments due or to become due under this order should be made as follows:

**By Check:**

**By Wire Transfer:**

(b) (4)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

(End of Summary of Changes)